

STATEMENT UNDER 37 CFR § 3.73(b)
ESTABLISHMENT OF ASSIGNEE

Applicant	: Patrick Lewis Blott, et al.
App. No.	: 10/599,728
Filed	: October 6, 2006
For	: APPARATUS FOR ASPIRATING, IRRIGATING AND/OR CLEANSING WOUNDS
Examiner	: UNKNOWN
Group Art Unit	: UNKNOWN

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This document is being filed with a copy of a Power of Attorney signed by the Assignee. This Statement sets forth the chain of title of the above-identified application.

Smith & Nephew Plc, is the Assignee of the entire right, title, and interest of the above-referenced application. Attached is a copy of an Assignment executed by Patrick Lewis Blott, Edward Yerbury Hartwell, Julian Lee-Webb and Derek Nicolini, being forwarded to the Recordation Branch concurrently under separate cover.

The undersigned is an agent of Customer Number 20995 and is authorized to act on behalf of the Assignee. Please recognize or change the correspondence address for the above-identified application to **Customer No. 20995**.

Respectfully submitted,
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 11-3-08

By: 

Sabing H. Lee
Registration No. 43,745
Attorney of Record
Customer No. 20995
(949) 760-0404

COPY

ASSIGNMENT OF PATENT APPLICATION

WHEREAS,

- (1) Patrick Lewis BLOTT
- (2) Edward Yerbury HARTWELL
- (3) Julian LEE-WEBB
- (4) Derek NICOLINI

residing respectively at

- (1) 16 Hodsow Fields, Barmby Moor, York, YO42 4ER, United Kingdom
- (2) 3 Haven Garth, Brough, Hull, HU15 1EP, United Kingdom
- (3) 37 Moor Lane, Copmanthorpe, York, YO23 3TJ, United Kingdom
- (4) 38 Castle Rise, South Cave, Brough, HU15 2ET, United Kingdom

(hereinafter referred to as the "ASSIGNORS") have invented certain new and useful improvements in Apparatus for Aspiring, Irrigating and/or Cleansing of Wounds for which ASSIGNORS have

☐ executed on even date herewith

☐ executed on _____, 20

☒ filed on October 6, 2006

an application for Letters Patent of the United States of America and any other foreign countries, Serial No. 10/599,728

AND WHEREAS

Smith & Nephew Plc a company organized under the laws of the United Kingdom and having a principal place of business at 15 Adam Street, London, WC2N 6LA, United Kingdom (hereinafter referred to as the "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to said application and the invention(s) and improvement(s) therein disclosed, for the United States of America and any other foreign countries, and any Letters Patent which may issue therefore in the United States and any other foreign countries and all divisions, continuations, reissues, re-examinations, renewals and/or extensions thereof.

NOW THEREFORE in consideration of the sum of one U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNORS do hereby assign, sell, transfer and set over unto the ASSIGNEE the entire right, title and interest in and to said application and the invention(s) and improvement(s) therein disclosed, for the United States of America and any other foreign countries and any Letters Patent which may issue therefore in the United States and any other foreign countries and all divisions, continuations, reissues, re-examinations, renewals and/or extensions thereof, said ASSIGNEE to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, continuations, reissues, re-examinations, renewals and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by the ASSIGNORS had this assignment not been made.

COPY

And for the consideration aforesaid, **ASSIGNORS** agree that **ASSIGNORS** will, upon request, communicate to said **ASSIGNEE** or the representatives thereof any facts known to **ASSIGNORS** respecting the invention(s) and improvement(s) of the said United States and any other foreign countries' application, and will, upon request, but without expense to **ASSIGNORS**, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and/or extension applications make all rightful oaths, and generally do all other and further lawful acts deemed necessary or expedient by said **ASSIGNEE** or by counsel for said **ASSIGNEE**, to assist or enable said **ASSIGNEE** to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the **ASSIGNORS'** heirs, executors, administrators, successors and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of the **ASSIGNEE**.

The Commissioner of Patents is requested to issue such Letters Patent in accordance with this assignment.

(1) Signature PLB
Name: Patrick Lewis Blott
Date: 10th NOVEMBER 2006

(2) Signature _____
Name: Edward Yerbury Hartwell
Date: _____

(3) Signature _____
Name: Julian Lee-Webb
Date: _____

(4) Signature _____
Name: Derek Nicolini
Date: _____

COPY

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☒ filed on October 6, 2006

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(1) Signature _____

Name: Patrick Lewis Blott

Date: _____

(2) Signature  _____

Name: Edward Yerbury Hartwell

Date: 9/11/06

(3) Signature _____

Name: Julian Lee-Webb

Date: _____

(4) Signature _____

Name: Derek Nicolini

Date: _____

COPY

ASSIGNMENT OF PATENT APPLICATION

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- (2) Edward Yerbury HARTWELL
- (3) Julian LEE-WEBB
- (4) Derek NICOLINI

residing respectively at

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10/599,728

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NOW THEREFORE in consideration of the sum of one U.S. Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNORS do hereby assign, sell, transfer and set over unto the ASSIGNEE the entire right, title and interest in and to said application and the invention(s) and improvement(s) therein disclosed, for the United States of America and any other foreign countries and any Letters Patent which may issue therefore in the United States and any other foreign countries and all divisions, continuations, reissues, re-examinations, renewals and/or extensions thereof, said ASSIGNEE to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, continuations, reissues, re-examinations, renewals and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by the ASSIGNORS had this assignment not been made.

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This assignment shall be binding upon the **ASSIGNORS'** heirs, executors, administrators, successors and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of the **ASSIGNEE**.

The Commissioner of Patents is requested to issue such Letters Patent in accordance with this assignment.

(1) Signature _____

Name: Patrick Lewis Blott

Date: _____

(2) Signature _____

Name: Edward Yerbury Hartwell

Date: _____

(3) Signature _____

Name: Julian Lee-Webb

Date: _____

(4) Signature D. Nicolini _____

Name: Derek Nicolini

Date: 01/11/06 _____

Application No.: 10/599,728
Filing Date: October 6, 2006

PATENT
Client Code: SMNPH.010APC

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ASSIGNMENT

WHEREAS, We, Patrick Lewis Blott, a citizen of Britain, residing at 16 Hodsow Fields, Barmby Moor, York, YO42 4ER, United Kingdom, Edward Yerbury Hartwell, a citizen of Britain, residing at 3 Haven Garth Brough, Hull, HU15 1EP, United Kingdom; Julian Lee-Webb, a citizen of Britain, residing at 37 Moor Lane, Copmanthorpe, York, YO23 3TJ, United Kingdom, and Derek Nicolini, a citizen of Britain, residing at 38 Castle Rise, South Cave, Brough, HU15 2ET, United Kingdom; ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in Letters Patent in the United States, Application Number 10/599,728, filed October 6, 2006 entitled APPARATUS FOR ASPIRATING, IRRIGATING AND/OR CLEANSING WOUNDS (the "Applications");

WHEREAS, Smith & Nephew PLC, having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Applications, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Applications, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Applications or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting

Application No.: 10/599,728
Filing Date: October 6, 2006

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Client Code: SMNPH.010APC

Page 2

the Invention, Applications, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

COPY

Application No.: 10/599,728
Filing Date: October 6, 2006

PATENT
Client Code: SMNPH.010APC

Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of
_____, 20__.

Patrick Lewis Blott

Witness Signature

Date

Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of
_____, 20__.

Edward Yerbury Hartwell

Witness Signature

Date

Witness Name

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 30 day of
August, 2008

Julian Lee-Webb
Julian Lee-Webb

P.T. Draggatt
Witness Signature

30 Aug 08
Date

Dr. P.T. Draggatt EPA CPA ?
Witness Name

COPY

Application No.: 10/599,728
Filing Date: October 6, 2006

PATENT
Client Code: SMNPH.010APC

Page 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of
_____, 20__.

Derek Nicolini

Witness Signature

Date

Witness Name

5380826
051908